



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

April 12, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27 April 12, 2016

LORI GLASGOW
EXECUTIVE OFFICER

**APPROVE COOPERATIVE AGREEMENT FOR
INSTALLATION OF PEDESTRIAN COUNTDOWN HEADS AND
UPGRADE OF STREET NAME SIGNS AND HIGHWAY SAFETY LIGHTS
INTERSECTION IMPROVEMENT PROJECT
CITY OF IRWINDALE-COUNTY OF LOS ANGELES
UNINCORPORATED COMMUNITIES OF AZUSA AND IRWINDALE
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

This action is to approve the cooperative agreement between the City of Irwindale and the County to provide financing and delegation of responsibilities for installation of pedestrian countdown heads and upgrade of street name signs and highway safety lights at various intersections shared between the City and the County. The project will be administrated by the County.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the installation of pedestrian countdown heads and upgrade of street name signs and highway safety lights at various intersections is categorically exempt from the California Environmental Quality Act.
2. Approve the project and instruct the Chair of the Board to sign the cooperative agreement between the City of Irwindale and the County for the intersection improvement project with the City and the County to finance their respective jurisdictional shares of the cost of the project. The total project cost is estimated to be \$26,700 with the County's share estimated to be \$11,800 and the City's share is fixed to be \$14,900. The agreement provides for the City to assign \$14,900 of its Federal Surface Transportation Program-Local funds to the County to finance its portion of the

project cost.

3. Authorize the Director of Public Works or her designee to execute amendments and modifications of a nonmaterial nature to the agreement to incorporate necessary nonmaterial programmatic and administrative changes between the City of Irwindale and the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain approval of the project and to approve the enclosed cooperative agreement with the City of Irwindale and the County for the installation of pedestrian countdown heads and upgrade of street name signs and highway safety lights at various intersections. The Board's approval of the cooperative agreement is necessary for the financing and delegation of responsibilities for the project.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1), Community Support and Responsiveness (Goal 2), and Integrated Services Delivery (Goal 3). By installing pedestrian countdown heads and modifying the street name signs and highway safety lights, residents of the City and nearby unincorporated County communities who travel through affected intersections will benefit with enhanced traffic safety and improved quality of life.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total project cost is estimated to be \$26,700 with the City's share fixed to be \$14,900 and the County's share estimated to be \$11,800. The City-County cooperative agreement provides for the County to perform the work with the City and the County to finance their respective jurisdictional shares of the cost.

The City will finance its jurisdictional share of cost of project by assigning \$14,900 of its available Federal Surface Transportation Program-Local funds to the County. This project is included in the Road Fund Fiscal Year 2015-16 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The cooperative agreement has been approved as to form by County Counsel and the agreement has been executed by the City.

This is a City-County cooperative project to install pedestrian countdown heads and upgrade street name signs and highway safety lights at various intersections that are jurisdictionally shared between the City and the County. The cooperative agreement that was approved by the Irwindale City Council on February 15, 2016, provides for the County to perform the work and the City and the County to finance their respective jurisdictional shares of the project cost. The cooperative agreement also provides for the City to finance its jurisdictional share of the cost of the project by assigning \$14,900 of its Federal Surface Transportation Program-Local funds to the County. The project is scheduled to begin construction in January 2016.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the Board of Supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purpose of more efficient construction or repair of streets and roads within the city. This cooperative agreement is also authorized and provided for by the provision of Section 6500 et seq. of the Government Code.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Section 15301(c) of the California Environmental Quality Act Guidelines and Class 1(x)4 of the Environmental Reporting Procedures and Guidelines adopted by the Board. These exemptions provide for modification of existing traffic signal systems.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Installation of pedestrian countdown heads and upgrade of street name signs and highway safety lights at various intersections is needed and will enhance the quality of life for motorists and pedestrians who travel through these intersections.

CONCLUSION

Please return one adopted copy of this letter and two originals of the cooperative agreement to the Department of Public Works, Programs Development Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:JTW:dg

Enclosures

c: Chief Executive Office (Rochelle Goff)
County Counsel (Rosa Linda Cruz)
Executive Office

**AGREEMENT AND ASSIGNMENT
OF FEDERAL SURFACE
TRANSPORTATION PROGRAM-LOCAL FUNDS**

THIS AGREEMENT AND ASSIGNMENT is made and entered into by and between the CITY OF IRWINDALE, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS the COUNTY is proposing to implement energy-saving improvements in the form of upgrades to the traffic signal equipment located at intersections jurisdictionally shared between the CITY, the City of Azusa, and the COUNTY.

WHEREAS, the CITY, the City of Azusa, and the COUNTY propose to upgrade all traffic signal mast arm-mounted street name signs, highway safety lights, and pedestrian signal heads at the following intersections that are jurisdictionally shared between the CITY, the City of Azusa, and the COUNTY:

Intersection	Jurisdiction Shared	Total Cost Street Name Signs	Total Cost Highway Safety Lights	Total Cost LED Countdown Pedestrian Heads	Total Estimated Irwindale Jurisdictional Share of Project Cost
Arrow Highway at Vincent Avenue (TS 0737) (TG 598-G2)	Azusa 25% County 25% Irwindale 50%	\$3,300	\$2,300	\$2,000	\$3,800
Cypress Street at Irwindale Avenue (TS 0874) (TG 598-F4)	County 31.5% Irwindale 68.5%	\$3,200	\$3,700	\$2,200	\$6,200
Edna Place at Irwindale Avenue (TS 3716) (TG 598-F4)	County 51% Irwindale 49%	\$3,300	\$4,300	\$2,400	\$4,900
Total		\$9,800	\$10,300	\$6,600	\$14,900
Grand Total		\$26,700			

WHEREAS, the work at these intersections, hereinafter referred to as PROJECT, will consist of replacing the traffic signal mast arm-mounted street name signs with retro-reflective signs in accordance with County specifications, replacing the highway safety lighting with more energy-efficient and low-maintenance light emitting diode fixtures, and installing countdown pedestrian signal heads in accordance with the Manual on Uniform Traffic Control Devices; and

WHEREAS, the proposed improvements are jurisdictionally shared between the CITY, the City of Azusa, and the COUNTY. A separate agreement between the City of Azusa and the COUNTY is being executed covering the portion of the PROJECT within the City of Azusa's jurisdiction; and

WHEREAS, nothing in this AGREEMENT AND ASSIGNMENT shall be construed as changing the role of COUNTY in operating and maintaining the aforementioned traffic signals and signal systems within the CITY'S JURISDICTION under the terms and conditions set forth in Traffic Signal Maintenance Agreement 40540 between the CITY and the COUNTY; and

WHEREAS, the PROJECT is within the geographical boundaries of the CITY, the City of Azusa, and the COUNTY; and

WHEREAS, the CITY and the COUNTY are willing to finance their respective shares of cost of PROJECT within their JURISDICTIONS; and

WHEREAS, the CITY is willing to finance its fixed jurisdictional share of the cost of the PROJECT by assigning Fourteen Thousand Nine Hundred and 00/100 Dollars (\$14,900.00) of its available Federal Surface Transportation Program-Local (STP-L) funds to the COUNTY in lieu of cash; and

WHEREAS, the COUNTY is willing to accept the CITY'S assignment of Federal STP-L funds and utilize the assignment as credit toward the CITY'S fixed jurisdictional share of cost of the PROJECT; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority has procedures in effect that permit the transfer of Federal STP-L funds between public agencies; and

WHEREAS, such an assignment and exchange of funds is beneficial to and in the general interest of the CITY and the COUNTY.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the CITY and the COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To finance its fixed jurisdictional share of cost of PROJECT by assigning to the COUNTY a sum of Fourteen Thousand Nine Hundred and 00/100 Dollars (\$14,900.00) of the CITY'S available Federal STP-L funds. Such assignment shall be effective upon full execution of this AGREEMENT AND ASSIGNMENT with no further action required by CITY.
- b. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.

(2) COUNTY AGREES:

- a. To perform or cause to be performed the PROJECT in accordance with the current Manual on Uniform Traffic Control Devices.
- b. To accept the CITY'S fixed assignment of Fourteen Thousand Nine Hundred and 00/100 Dollars (\$14,900.00) in Federal STP-L funds as full and final consideration for CITY'S jurisdictional share of cost of PROJECT.
- c. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY'S JURISDICTION.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Upon completion of PROJECT, the aforementioned traffic signals modified or reconstructed as part of the PROJECT within the CITY will be maintained by the COUNTY under the terms and conditions set forth in Traffic Signal Maintenance Agreement 40540 between the CITY and the COUNTY.
- b. This AGREEMENT AND ASSIGNMENT may be amended or modified only by mutual written consent of the CITY and the COUNTY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- c. Any correspondence, communication, or contact concerning this AGREEMENT AND ASSIGNMENT shall be directed to the following:

CITY: Mr. William K. Tam
Public Works Director/City Engineer
City of Irwindale
5050 North Irwindale Avenue
Irwindale, CA 91706-2192

COUNTY: Ms. Gail Farber
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- d. CITY agrees to indemnify, defend, and hold harmless COUNTY and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected to CITY'S acts and/or omissions arising from and/or

relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of COUNTY.

- e. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.
- f. COUNTY agrees to indemnify, defend, and hold harmless CITY and its elected and appointed officers, employees, and agents from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected to COUNTY'S acts and/or omissions arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of CITY.
- g. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT that is not within the CITY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT, including liability under the CERCLA and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT AND ASSIGNMENT to be executed by their respective officers, duly authorized by the CITY OF IRWINDALE on FEBRUARY 15, 2016, and by the COUNTY OF LOS ANGELES on April 12, 2016.

COUNTY OF LOS ANGELES

By Hilda F. Solis
Chair, Board of Supervisors

ATTEST:

LORI GLASGOW
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

I hereby certify that pursuant to
section 25103 of the government code,
delivery of this document has been made

LORI GLASGOW
Executive Officer
Clerk of the Board of Supervisors

By Carla Little
Deputy



By Carla Little
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By Julia Wickham for AB
Deputy

CITY OF IRWINDALE

By Mark A. Breceda
Mayor

Date 2/15/16

ATTEST:

By Jaime M. Nieto
City Clerk

APPROVED AS TO FORM:

By [Signature]
City Attorney

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27 • APR 12 2016

Lori Glasgow
LORI GLASGOW
EXECUTIVE OFFICER